

1 TOMAS C. LEON  
2 (CA SBN 321117)  
3 [tommie@leon.law](mailto:tommie@leon.law)  
4 (909) 616-5969  
5 LEON LAW, LLP  
6 1145 W. 55<sup>th</sup> Street  
7 Los Angeles, CA 90037  
8 Attorney for Plaintiff

9  
10 UNITED STATES DISTRICT COURT  
11 CENTRAL DISTRICT OF CALIFORNIA  
12

13 GS HOLISTIC, LLC,  
14 Plaintiff,

15 v.

16 JEET RETAIL INC d/b/a SMOKERS  
17 1ST CHOICE and KULJIT SINGH,  
18 Defendant.  
19

No. 5:24-cv-01283

**COMPLAINT FOR INJUNCTIVE  
RELIEF AND DAMAGES**

20 The Plaintiff, GS HOLISTIC, LLC (hereinafter referred to as “GS”), by and  
21 through its undersigned counsel, hereby files this, its Complaint against the  
22 Defendants, JEET RETAIL INC d/b/a SMOKERS 1ST CHOICE and KULJIT  
23 SINGH (collectively, “Defendants”), and alleges, as follows:

**Jurisdictional Allegations**

24 1. This is a civil action against the Defendants for trademark infringement,  
25 counterfeiting, and false designation of origin and unfair competition, under the  
26 Lanham Act (15 U.S.C. § 1051 *et. seq.*).  
27

## Venue

## Parties

5. JEET RETAIL INC d/b/a SMOKERS 1ST CHOICE (hereinafter referred to as “SMOKERS 1ST CHOICE”) is a corporation that was organized and existing under the laws of the State of California and has its principal place of business at 7373 East Avenue Unit C Fontana California 92336. KULJIT SINGH

owns and operates the SMOKERS 1ST CHOICE at that location. SMOKERS 1ST CHOICE is a citizen of California.

6. KULJIT SINGH is domiciled in and a resident of Fontana, California, and is *sui juris*. KULJIT SINGH is a citizen of California and regularly conducts and solicits business in the State of California (including this Judicial District). KULJIT SINGH is the owner of, JEET RETAIL INC d/b/a SMOKERS 1ST CHOICE. KULJIT SINGH controls and directs the activities, including the infringing activities, of Defendant JEET RETAIL INC d/b/a SMOKERS 1ST CHOICE.

### **Facts Common to All Counts**

#### **The History of The Stündenglass Brand.**

7. Since 2020, GS has marketed and sold products using the well-known trademark “Stündenglass.” The Stündenglass branded products, such as Gravity Infusers and accessories related thereto, are widely recognized nationally and internationally. Indeed, the Stündenglass brand is one of the leading companies in the industry, known for high quality and innovation of products.

8. For approximately four years, GS has worked to distinguish the Stündenglass brand as the premier manufacturer of Gravity Infusers by emphasizing the brand’s unwavering use of quality materials and focusing on scientific principles which facilitate a superior infusing experience. Stündenglass branded products embody a painstaking attention to detail, which is evident in many facets of authentic

1 Stündenglass branded products. It is precisely because of the unyielding quest for  
2 quality and unsurpassed innovation that Stündenglass branded products have a  
3 significant following and appreciation amongst consumers in the United States and  
4 internationally.  
5

6 9. As a result of the continuous and extensive use of the trademark  
7 “STÜNDENGLASS,” GS was granted both valid and subsisting federal statutory and  
8 common law rights to the Stündenglass trademark.  
9

10 10. GS is the rightful owner of United States trademarks, which are  
11 registered on the Principal Register. The following is a list of GS’s relevant federally  
12 registered trademarks:  
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14 a. U.S. Trademark Registration Number 6,633,884 for the standard  
15 character mark “Stündenglass” in association with goods further identified in  
16 registration in international class 011 .  
17

18 b. U.S. Trademark Registration Number 6,174,292 for the design  
19 plus words mark “S” and its logo in association with goods further identified  
20 in the registration in international class 034.  
21

22 c. U.S. Trademark Registration Number 6,174,291 for the standard  
23 character mark “Stündenglass” in association with goods further identified in  
24 registration in international class 034.  
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1           11. The above U.S. registrations are valid, subsisting and in full force and  
2 effect. True and correct copies of the Trademark Registrations are attached hereto  
3 and marked as Exhibit “A.” Hereinafter, GS utilizes the phrase “Stündenglass Marks”  
4 to refer to, collectively, GS’s federally registered, above-listed trademarks.  
5

6           **The Stündenglass Brand in the United States.**  
7

8           12. GS has used the Stündenglass Marks in commerce throughout the  
9 United States, continuously, since 2020, in connection with the manufacturing and  
10 sale of Gravity Infusers and accessories.  
11

12           13. The Stündenglass Marks are distinctive to both the consuming public  
13 and the Plaintiff’s trade. GS’s Stündenglass branded products are made from  
14 superior materials. The superiority of Stündenglass branded products is not only  
15 readily apparent to consumers, but to industry professionals as well.  
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18           14. The Stündenglass Trademarks are exclusive to GS and appear clearly  
19 on GS’s Stündenglass Products, as well as on the packaging and advertisements  
20 related to the products. GS has expended substantial time, money, and other resources  
21 in developing, advertising, and otherwise promoting and protecting these  
22 Trademarks. As a result, products bearing GS’s Stündenglass Trademarks are widely  
23 recognized and exclusively associated by consumers, the public, and the trade as  
24 being high-quality products sourced from GS.  
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1           15.     GS's Stündenglass Products have become some of the most popular of  
2     their kind in the world and have also been the subject of extensive unsolicited  
3     publicity resulting from their high-quality and innovative designs. Because of these  
4     and other factors, the GS brand, the Stündenglass brand, and GS's Stündenglass  
5     Trademarks are famous throughout the United States.  
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8           16.     Since 2020, GS has worked to build significant goodwill in the  
9     Stündenglass brand in the United States. GS has spent substantial time, money, and  
10    effort in developing consumer recognition and awareness of the Stündenglass brand,  
11    via point of purchase materials, displays, through their websites, attending industry  
12    trade shows, and through social media promotion.  
13

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15          17.     In fact, Stündenglass Products have been praised and recognized by  
16    numerous online publications, as well as publications directed to the general public.  
17

18          18.     Due to the high quality of the brand and products, GS has collaborated  
19    with numerous celebrities and companies to create collaborations for the  
20    Stündenglass products.  
21

22  
23          19.     GS sells its products under the Stündenglass Marks to authorized stores  
24    in the United States, including in California. GS has authorized approximately 3,000  
25    stores in the United States to sell its products. As such, Stündenglass branded  
26    products reach a vast array of consumers throughout the country.  
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1           20. It is because of the recognized quality and innovation associated with  
2 the Stündenglass Marks that consumers are willing to pay higher prices for genuine  
3 Stündenglass products. For example, a Stündenglass brand Gravity Infuser is priced  
4 at retail at \$599.95, while a counterfeit non-Stündenglass Gravity Infuser with the  
5 fake Stündenglass mark is being sold for a range of \$199 to \$600.  
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7  
8           21. It is exactly because of their higher sales value that Stündenglass  
9 branded products are targeted by counterfeiters. The counterfeiters tarnish the  
10 Stündenglass brand by unlawfully selling Gravity Infusers that have identical, or  
11 nearly identical, versions of the Stündenglass Marks affixed to products that are made  
12 with inferior or different materials, thereby leading to significant illegitimate profits  
13 by KULJIT SINGH, such as the Defendants in the instant case.  
14

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16           22. In essence, the Defendants mislead consumers by selling in their stores  
17 low grade products that take a free ride on the goodwill of the Stündenglass brand,  
18 and in turn, the Defendants reap ill-begotten profits. The Defendants' offering for  
19 sale of counterfeit Stündenglass products contributes to the complete flooding of the  
20 marketplace with Stündenglass counterfeit products, which results in lost sales and  
21 damages to GS and irreparable harm to the Stündenglass brand's image.  
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24           23. Moreover, GS offers a 10-year warranty on its products, and when the  
25 counterfeit products break or need repair, innocent purchasers learn that they do not  
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1 have a warranty on the goods, tarnishing GS's public image.

2 24. The sale of the counterfeit products also cause harm to GS in that  
3 legitimate store owners will not purchase authentic Stündenglass Gravity Infusers  
4 when stores selling counterfeit products are selling products which appear to be  
5 identical and at half the price which authentic products can be sold.  
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7  
8 25. Unfortunately, the current U.S. marketplace is saturated with counterfeit  
9 Stündenglass products – just like those KULJIT SINGH, through his store,  
10 SMOKERS 1ST CHOICE, is offering for sale. As such, GS has been forced to  
11 scrupulously enforce its rights in order to protect the Stündenglass Marks against  
12 infringement. By exercising its Enforcement Rights, GS has proactively and  
13 successfully policed the unauthorized use of the Stündenglass Marks and/or  
14 counterfeit Stündenglass branded products nationwide. GS has had to bear great  
15 expense to seek out and investigate suspected counterfeiters in GS's attempt to clean  
16 up the marketplace.  
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20 **Defendants' Counterfeiting and Infringing Activities**  
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22 26. The Defendants operate a retail smoke shop through which they sell  
23 water pipes, cigarettes, electronic cigarettes, vaporizers, tobacco, and other smoking  
24 related devices.  
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1           27.     The Defendants have offered for sale counterfeit Stündenglass products  
2 with the Stündenglass trademark and without the consent of GS. In fact, they have  
3 offered counterfeit Gravity Infusers bearing imitations of the Stündenglass  
4 Trademarks that were not made or authorized by GS. These are hereinafter the  
5 “Counterfeit Goods.”  
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8           28.     Nevertheless, the Defendants have offered for sale in commerce the  
9 Counterfeit Goods, specifically, the Defendants have offered for sale reproductions,  
10 counterfeits, copies and/or colorable imitations of one or more of the Stündenglass  
11 Marks (hereinafter the “Infringing Marks”), detailed above.  
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14           29.     The Defendants have, without the consent of GS, offered for sale in their  
15 store, the Counterfeit Goods bearing the Infringing Marks, bearing the likeness of the  
16 Stündenglass Trademarks in the United States.  
17

18           30.     The marks affixed to the Counterfeit Goods that the Defendants have  
19 offered for sale are spurious marks which are identical with, or substantially  
20 indistinguishable from, the Stündenglass Trademarks. The marks on the Counterfeit  
21 Goods are in fact counterfeit marks as defined in 15 U.S.C. § 1116(d).  
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24           31.     Moreover, the products upon which the Counterfeit Marks are affixed  
25 are almost identical to authentic products, so the offering for sale of the almost  
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1 identical products with indistinguishable marks causes confusion in the marketplace  
2 among consumers.

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4 32. In the ongoing investigation into the sales of counterfeit products  
5 bearing the fake Stündenglass Marks, SMOKERS 1ST CHOICE offered for sale  
6 Counterfeit Goods.

7  
8 33. Specifically, on August 17, 2022, GS's investigator attended  
9 SMOKERS 1ST CHOICE's location, which was open to the public, and observed  
10 that it had Gravity Infusers which appeared to display each of the Stündenglass  
11 Marks. The investigator purchased a Gravity Infuser with Stündenglass Marks  
12 affixed to it, from SMOKERS 1ST CHOICE, for a cost of \$323.24, charged to the  
13 account of GS's investigator. Upon physical inspection by GS' investigator, the  
14 product was found to be a counterfeit product in that it displayed the Infringing  
15 Marks.

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18 34. Attached hereto as Exhibit "B" are the photographic examples of the  
19 Defendants use of the Infringing Marks, taken from the Counterfeit Good. As seen  
20 in the pictures, the Counterfeit Good contained all three of GS's marks on it: U.S.  
21 Trademark Registration Number 6,633,884; U.S. Trademark Registration Number  
22 6,174,292; and U.S. Trademark Registration Number 6,174,291. The Defendants use  
23 of the Counterfeit Marks is substantially indistinguishable, if not identical, to GS's  
24 Marks.

1           35. KULJIT SINGH authorized, directed, and/or participated in SMOKERS  
2 1ST CHOICE's offer for sale, in commerce, of the Counterfeit Goods. KULJIT  
3 SINGH's acts were a moving, active, and conscious force behind SMOKERS 1ST  
4 CHOICE's infringement of the Stündenglass Trademarks.  
5

6           36. The Defendants' use of the counterfeit Stündenglass Trademarks began  
7 after the registration of the Stündenglass Trademarks. Neither GS, nor any of its  
8 authorized agents, have consented to the Defendants' use of the Stündenglass  
9 Trademarks, or any use of reproductions, counterfeits, copies and/or colorable  
10 imitations thereof.  
11

12           37. The unauthorized offering for sale by SMOKERS 1ST CHOICE, under  
13 the authority, direction and/or participation of KULJIT SINGH, of the Counterfeit  
14 Goods was an unlawful act in violation of the Lanham Act, 15 U.S.C. § 1114 and 15  
15 U.S.C. § 1125(a).  
16

17           38. The offer for sale by the Defendants of the Counterfeit Goods bearing  
18 the Infringing Marks has caused GS to suffer losses and is likely to cause damage to  
19 the goodwill and reputation associated with the Stündenglass Trademarks, which are  
20 owned by GS.  
21

22           39. SMOKERS 1ST CHOICE's use of the Stündenglass Marks includes  
23 displaying to offer for sale unauthorized copies of Counterfeit Stündenglass branded  
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1 products. SMOKERS 1ST CHOICE's offering to sell the Stündenglass counterfeit  
2 products, bearing the Infringing Marks in this manner, was, and is, likely to cause  
3 confusion or to cause mistake and/or deceive consumers who purchase the  
4 Counterfeit Goods.

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6 40. SMOKERS 1ST CHOICE used images and names identical to or  
7 confusingly similar to the Stündenglass Marks, to confuse customers and aid in the  
8 promotion and sales of Counterfeit Goods under the Infringing Marks. The  
9 Infringing Marks affixed to the Counterfeit Goods that SMOKERS 1ST CHOICE  
10 has offered for sale are confusingly identical or similar to the Stündenglass Marks  
11 that GS affixes to its Gravity Infusers. The Counterfeit Goods and GS's goods are  
12 both gravity infusers, and marks identical or confusingly similar to the Stündenglass  
13 marks appear on the Infringing Goods.

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17 41. The Defendants' Infringing Goods travel in identical channels of trade  
18 and are sold to identical consumers as Stündenglass genuine goods.

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20 42. The Gravity Infusers that SMOKERS 1ST CHOICE sells and offers for  
21 sale under the Infringing Marks are made of substantially inferior and/or different  
22 materials as compared to genuine Stündenglass brand products.

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25 43. SMOKERS 1ST CHOICE has offered for sale its water pipes under the  
26 Infringing Marks through its retail convenience store.

1           44. SMOKERS 1ST CHOICE and KULJIT SINGH's infringing acts as  
2 alleged herein have caused and are likely to cause confusion, mistake, and deception  
3 among the relevant consuming public as to the source or origin of the Counterfeit  
4 Goods sold by SMOKERS 1ST CHOICE, and are likely to deceive, and have  
5 deceived, the relevant consuming public into mistakenly believing that the  
6 Counterfeit Goods sold by SMOKERS 1ST CHOICE originate from, and are  
7 associated or affiliated with, or otherwise authorized by GS.  
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10           45. SMOKERS 1ST CHOICE and KULJIT SINGH's acts are willful with  
11 the deliberate intent to trade on the goodwill of the Stündenglass Marks, cause  
12 confusion and deception in the marketplace, and divert potential sales of the  
13 Plaintiff's Gravity Infusers to SMOKERS 1ST CHOICE. The Defendants, as  
14 merchants of tobacco shop goods, are held to the standard of having specialized  
15 knowledge in the tobacco shop industry. It is readily apparent that the Defendants, as  
16 merchants, have failed to conduct any reasonable inquiry into the authenticity of the  
17 goods sold by their shop and have acted with at least willful blindness as to GS's  
18 intellectual property rights in the Stündenglass Marks. Here, the Defendants sold a  
19 counterfeit product purporting to be a Dr. Greenthumb's x Stündenglass gravity  
20 infuser with two Stündenglass Pineapple Globes for \$323.24 whereas the authentic  
21 product retails for \$599.95 and the Pineapple Globes retail for \$79.95 each.  
22 Furthermore, Stündenglass does not sell any gravity infuser with Pineapple Globes—  
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1 the infusers and the Pineapple Globes are sold separately. Additionally, the product  
2 sold by the Defendants' shop was a gradient sky-blue and light green color, whereas  
3 the authentic Dr. Greenthumb's x Stündenglass gravity infuser is a forest green color.  
4 Also, the product sold by the Defendants lacked the authentication sticker which the  
5 Plaintiff has stated on its website is present on all authentic Stündenglass products.  
6 Finally, the product sold by the Defendants lacked any serial number which would  
7 be expected on an authentic Stündenglass product.  
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10 46. SMOKERS 1ST CHOICE and KULJIT SINGH's acts have caused  
11 damage and immediate irreparable harm to GS, the Stündenglass Marks, and to its  
12 valuable reputation and goodwill with the consuming public for which GS has no  
13 adequate remedy at law.  
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16 47. As a proximate result of the unfair advantage accruing to KULJIT  
17 SINGH and SMOKERS 1ST CHOICE's business from deceptively trading on GS's  
18 advertising, sales, and consumer recognition, KULJIT SINGH and SMOKERS 1ST  
19 CHOICE have made profits and gains to which they are not in law or equity entitled.  
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22 48. The injuries and damages sustained by GS has been directly and  
23 proximately caused by SMOKERS 1ST CHOICE and KULJIT SINGH's offers for  
24 sale of their goods bearing infringements or counterfeits of the Stündenglass Marks.  
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27 49. Through such business activities, KULJIT SINGH and SMOKERS 1ST  
28

1 CHOICE purposefully derived direct benefits from their interstate commerce  
2 activities by targeting foreseeable purchasers in the State of California, and in doing  
3 so, have knowingly harmed GS.  
4

5 50. Furthermore, the sale and distribution of Counterfeit Goods by  
6 SMOKERS 1ST CHOICE has infringed upon the above-identified federally  
7 registered trademarks.  
8

9 51. The spurious marks or designations used by SMOKERS 1ST CHOICE  
10 in interstate commerce are identical with, or substantially indistinguishable from, the  
11 Stündenglass Marks on goods covered by the Stündenglass Marks. Such use  
12 therefore creates a false affiliation between SMOKERS 1ST CHOICE, GS, and the  
13 Stündenglass Marks.  
14  
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16 52. Due to the actions of KULJIT SINGH and SMOKERS 1ST CHOICE,  
17 GS has been forced to retain the undersigned counsel and pay the costs of bringing  
18 an action forward. KULJIT SINGH and SMOKERS 1ST CHOICE should be  
19 responsible for paying GS's reasonable costs of the action.  
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21

22 53. KULJIT SINGH and SMOKERS 1ST CHOICE's acts have damaged,  
23 and will continue to damage GS, and GS has no adequate remedy at law.  
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26 54. Moreover, SMOKERS 1ST CHOICE and KULJIT SINGH's wrongful  
27 acts will continue unless enjoined by the Court. Accordingly, KULJIT SINGH and  
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1 SMOKERS 1ST CHOICE must be restrained and enjoined from any further  
2 counterfeiting or infringement of the Stündenglass Marks.

3  
4 **Count One**  
5 **Federal Trademark Counterfeiting and Infringement, 15 U.S.C. § 1114**

6 55. The Plaintiff avers Paragraphs 1 through 54, which are stated above and  
7 incorporate the allegations therein, as though they are fully restated in this Count by  
8 reference.

9  
10 56. GS owns the federally registered Stündenglass Trademarks, as set forth  
11 in more detail in the foregoing paragraphs.

12  
13 57. The Defendants, without authorization from GS, have used in commerce  
14 a spurious designation that is identical with, or substantially indistinguishable from,  
15 the Stündenglass Trademarks on the same goods covered by the Stündenglass  
16 Trademarks.

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19 58. The Defendants' unauthorized use of counterfeit marks of the registered  
20 Stündenglass Trademarks on and in connection with the Defendants' offer for sale in  
21 commerce is likely to cause confusion or mistake in the minds of the public.

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23  
24 59. The Defendants' conduct as alleged herein is willful and intended to  
25 cause confusion, mistake, or deception as to the affiliation, connection, or association  
26 of the Defendants, with GS or the Stündenglass Trademarks.





1           65. GS owns the federally registered Stündenglass Trademarks, as set forth  
2 in more detail in the foregoing paragraphs.

3  
4           66. The Defendants, without authorization from GS, have used in commerce  
5 spurious designations that are identical with, or substantially indistinguishable from,  
6 the Stündenglass Trademarks on the same goods covered by the Stündenglass  
7 Trademarks.

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9           67. The Defendants' unauthorized use of counterfeit marks of the registered  
10 Stündenglass Trademarks on and in connection with the Defendants' offers for sale  
11 in commerce is likely to cause confusion or mistake in the minds of the public.  
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14           68. The Defendants' unauthorized use in commerce of the Stündenglass  
15 Trademarks as alleged herein constitutes use of a false designation of origin and  
16 misleading description and representation of fact in violation of Section 43(a) of the  
17 Lanham Act, 15 U.S.C. § 1125(a).  
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19  
20           69. The Defendants' conduct as alleged herein is willful and is intended to,  
21 and is likely to, cause confusion, mistake, or deception as to the affiliation,  
22 connection, or association of the Defendants, with GS or the Stündenglass  
23 Trademarks.  
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25  
26           70. The Defendants' conduct as alleged herein is causing immediate and  
27 irreparable harm and injury to GS, and to the goodwill and reputation of the  
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1 Stündenglass Trademarks. Moreover, it will continue to cause damage to GS and  
2 confuse the public unless enjoined by this Court.

3  
4 71. GS has no adequate remedy at law.

5  
6 72. By reason of the foregoing, the Plaintiff is entitled to, among other  
7 relief, injunctive relief, an award of statutory damages, and costs of the action under  
8 Sections 34 and 35 of the Lanham Act, 15 U.S.C. §§ 1116, 1117, together with  
9 prejudgment and post-judgment interest.  
10

11 **PRAYER FOR RELIEF**  
12

13 WHEREFORE, the Plaintiff, GS HOLISTIC, LLC, respectfully requests the  
14 following relief against the Defendants, as follows:  
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16 1. With regard to Plaintiff's Count I for trademark infringement:

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18 a. Statutory damages under 15 U.S.C. § 1117(c);  
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20 b. Costs of suit; and  
21

22 c. Joint and several liability for KULJIT SINGH, and other officers,  
23 and directors, for the knowing participation in the counterfeiting  
24 activities of JEET RETAIL INC.  
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1           2. With regard to Plaintiff's Count II for false designation and unfair  
2 competition:

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- 4           a. Disgorgement of profits under 15 U.S.C. § 1117(a);
- 5
- 6           b. Treble damages under 15 U.S.C. § 1117(b);
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- 8           c. Costs of suit; and
- 9
- 10           d. Joint and several liability for KULJIT SINGH, and other officers,  
11 and directors, for the knowing participation in the counterfeiting  
12 activities of JEET RETAIL INC.

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14           3. Preliminarily and permanently enjoining JEET RETAIL INC and its  
15 agents, employees, officers, directors, owners, representatives, successor companies,  
16 related companies, and all persons acting in concert or participation with it from:

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- 18           a. The import, export, making, manufacture, reproduction, assembly,  
19 use, acquisition, purchase, offer, sale, transfer, brokerage,  
20 consignment, distribution, storage, shipment licensing, development,  
21 display, delivery, marketing, advertising or promotion of the  
22 counterfeit Stündenglass product identified in the Complaint and any  
23 other unauthorized Stündenglass product, counterfeit, copy or  
24 colorful imitation thereof;

1           4. Pursuant to 15 U.S.C. § 1116(a), directing JEET RETAIL INC to file  
2 with the Court and serve on the Plaintiff's within thirty (30) days after issuance of an  
3 injunction, a report in writing and under oath setting forth in detail the manner and  
4 form in which JEET RETAIL INC has complied with the injunction;  
5

6           5. For an order from the Court requiring that the Defendants provide  
7 complete accountings and for equitable relief, including that the Defendants disgorge  
8 and return or pay their ill-gotten gains obtained from the illegal transactions entered  
9 into and/or pay restitution, including the amount of monies that should have been  
10 paid if the Defendants had complied with their legal obligations, or as equity requires;  
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13           6. For an order from the Court that an asset freeze or constructive trust be  
14 imposed on all monies and profits in the JEET RETAIL INC's possession, which  
15 rightfully belong to the Plaintiff;  
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18           7. Pursuant to 15 U.S.C. § 1118 requiring that the Defendants and all  
19 others acting under the Defendants' authority, at its cost, be required to deliver up to  
20 the Plaintiff for destruction all products, accessories, labels, signs, prints, packages,  
21 wrappers, receptacles, advertisements, and other material in their possession, custody  
22 or control bearing any of the Stündenglass Trademarks.  
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25           8. For any other and further relief as the Court may deem just and  
26 equitable.  
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**Demand for Jury Trial**

The Plaintiff demands a Jury Trial on all issues so triable.

Date: June 19, 2024

Respectfully submitted,

/s/ Tomas Carlos Leon.

Tomas Carlos Leon

CA Bar #321117

Leon Law LLP

1145 W. 55<sup>th</sup> Street

Los Angeles, California 90037

tommie@leon.law

*Attorney for the Plaintiff*

LEON LAW, LLP